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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(OS) 486/2024 & I.A. 38200/2024**  
**MRS. SHILPA SADH** .....Plaintiff

Through: Mr Harsh Sethi, Mr Sukhpreet Manu,  
Mr Raghav Luthra and Mr Anand  
Nigam, Advocates.

versus

**MR. MAYUR SHAH & ORS.** .....Defendants

Through: Mr Ekansh Mishra and Mr Dilip  
Nayak, Advocates.

**CORAM:**  
**HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER**  
**14.10.2024**

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1. On the request of the parties, the present matter was referred to the mediation *vide* order dated 16.08.2024.
2. Learned counsel for the parties submit that a settlement has been arrived at between the parties, terms whereof have been reduced in writing in the form of Settlement Agreement dated 07.10.2024, a copy of which has been received from the Delhi High Court Mediation and Conciliation Centre.
3. It is also pointed out that originally nine persons were arrayed as defendants, however, *vide* order dated 27.09.2024, the defendant nos.5 to 9 were deleted from the array of parties.
4. It is submitted by learned counsel for the parties that the present suit be decreed in terms of the Settlement Agreement dated 07.10.2024.
5. The plaintiff is present in the Court, whereas the defendant nos.1 to 4 have joined through video conferencing. All the parties affirm the factum of



settlement arrived at between them.

6. I have perused the Settlement Agreement dated 07.10.2024. The same is signed by the plaintiff, whereas the defendant no.1 has signed on his behalf, as well as, on behalf of the defendant nos.2 and 3. Likewise, the settlement is also signed by the defendant no.4. The respective counsels of the parties have also signed the said Settlement Agreement besides the learned Mediator.

7. The terms of the Settlement Agreement are also lawful, therefore, there is no impediment in decreeing the suit in terms of the said Settlement Agreement dated 07.10.2024. The parties shall remain bound by the terms of the Settlement Agreement dated 07.10.2024.

8. Accordingly, the suit is decreed in terms of the Settlement Agreement dated 07.10.2024, which shall form part of the decree.

9. At this stage, learned counsel for the plaintiff prays for refund of the full court fee.

10. Having regard to the fact that the parties have arrived at a settlement before the mediation, which is one of the mode of alternative disputes resolution prescribed under Section 89 of the Code of Civil Procedure, this Court is of the view that the plaintiff is entitled to the refund of full court fee in terms of Section 16 of the Court Fees Act.

11. In view of the above, the Registry is directed to issue a certificate to the plaintiff for refund of full court fee.

12. The suit, as well as, pending applications, if any, stand disposed of in the above terms.

**VIKAS MAHAJAN, J**

**OCTOBER 14, 2024/MK**